

JURISDICTION

3. This Court has diversity jurisdiction over this action pursuant to 28 U.S.C. § 1332(2), in that the dispute is between a citizen of Virginia and a citizen of a foreign state. The amount in controversy is in excess of \$75,000.

4. This Court has personal jurisdiction over Global because Global is a Virginia Corporation and is doing business in Virginia.

VENUE

5. Venue is proper in this district under 28 U.S.C. § 1391(b)(1), in that Global resides in this district, as well as under 28 U.S.C. § 1391(b)(2), as a substantial part of the events or omissions giving rise to the claims occurred in this district.

PARTIES

6. Plaintiff Robert Turcotte is a Canadian citizen doing business as Premium Catalytic Converter Refining. Premium is a registered Canadian company located and doing business in Gatineau Quebec, Canada. Premium is wholly owned and operated by Turcotte.

7. Upon information and belief, Global is a Virginia Corporation with a principal place of business at 618 Main Street, Kenbridge, Virginia 23944. Global is a catalytic converter recycling and processing corporation.

FACTS

8. On or about June 16, 2020, Premium and Global entered into Global's standard contract pursuant to which Global offered Premium terms for recycling ceramic catalytic converters ("Agreement"). Annexed hereto as **Exhibit 1** is a true and correct copy of the June 16, 2020 Agreement.

9. Pursuant to the terms of the Agreement, Global agreed to issue an 85% advance

preliminary payment based on hedged ounce prices, upon receipt of catalytic converters at Global's facility and Global agreed to make final payment to Premium within one business day of Premium's settlement request.

10. Pursuant to the Agreement, Premium shipped approximately 2,660 pounds of scrap catalytic converters to Global on or about December 21, 2020 ("Shipment").

11. Global received the Shipment on or about December 23, 2020 and has acknowledged receipt and processing of the Shipment.

12. Pursuant to the terms of the Agreement, upon receipt of the Shipment, Global was obligated to make an advance preliminary payment to Premium of \$242,825.28. Global declined to make the required payment.

13. On or about January 13, 2021, Premium made a settlement request, which obligated Global to make full and final payment, less interest charged, within one (1) business day. *See* Exh. 1, ¶ 5(b). However, Global did not make any payment to Premium.

14. On or about January 14, 2021, Global issued a final invoice in which it acknowledged it owed Premium \$343,801.28. A true and correct copy of Global's Final Invoice is annexed hereto as **Exhibit 2**.

15. Premium has requested final payment pursuant to the terms of the Agreement.

16. Global has not disputed that it owes Premium the payment.

17. Global has refused to pay Premium pursuant to the terms of the Agreement.

COUNT ONE
(Breach of Contract)

18. Plaintiff repeats and realleges paragraphs 1 through 17 hereof, as if fully set forth herein.

19. Premium shipped the Shipment to Global on or about December 21, 2020.
20. Global received the Shipment on or about December 23, 2020.
21. Global breached the express terms of the Agreement by failing to pay Premium the preliminary advance payment of \$242,825.28 upon receipt of the Shipment.
22. Final payment is due in accordance with the Agreement.
23. Global has breached the express terms of the Agreement by refusing to pay Premium the final amount due of \$343,801.28 on or about January 14, 2021.
24. Accordingly, Global owes Premium in the amount of \$343,801.28 plus interest.

COUNT TWO
(Account Stated)

25. Plaintiff repeats and realleges paragraphs 1 through 24 hereof, as if fully set forth herein.
26. Premium shipped the Shipment to Global on or about December 21, 2020.
27. Global received the Shipment on or about December 23, 2020.
28. Pursuant to the express terms upon receipt of the Shipment, Global owed Premium a preliminary advance payment of \$242,825.28 which Global declined to pay.
29. Global issued a Final Invoice dated January 14, 2021, which acknowledged a final payment of \$343,826.35 was due Premium.
30. Global has refused to pay Premium the amounts due under the terms of the Agreement.
31. Global has not disputed the Final Invoice which itself issued; accordingly, Global has, by language and conduct, admitted the correctness of the account.
32. Global thus owes Premium in the amount of \$343,801.28 plus interest.

33. Premium has been damaged by Global's failure to remit the amounts owed to Premium under the terms of the Agreement and Final Invoice.

34. Premium is entitled to, among other relief, an award of actual damages, together with prejudgment and post-judgment interest, and compensatory damages to be determined at trial.

COUNT THREE
(Unjust Enrichment)

35. Plaintiff repeats and realleges the Paragraphs 1 through 34 hereof, as if fully set forth herein.

36. In the alternative to Count One, Premium seeks to recover on the ground that Global has been unjustly enriched.

37. Premium shipped the Shipment to Global on or about December 21, 2020.

38. Global received the Shipment on or about December 23, 2020.

39. Having shipped goods to Global and Global having received them, Premium conferred a benefit upon Global. Global was clearly aware of the benefit and should reasonably have expected to repay Premium; however, Global has accepted and retained the benefit without paying for its value.

40. Global has been unjustly enriched by its refusal to remit the amount of \$343,801.28 plus interest due to Premium.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests judgment against Global as follows:

1. Awarding Premium damages in the amount of \$343,801.28;

2. Awarding Premium compensatory damages in an amount to be determined at trial;
3. Awarding Plaintiff interest, including prejudgment and post-judgment interest, on the foregoing sums; and
4. Awarding such other and further relief as the Court deems just and proper.

Respectfully submitted,

Premium Catalytic Converter Refining and
Robert Turcotte

By Counsel

/s/ Karen A. Doner

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